

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA6	<b>Page</b> 1 of 45
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> DAAA09-03-B-0010		<b>4. Type of Solicitation</b> Sealed Bid (IFB)	<b>5. Date Issued</b> 2003AUG04	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> HQ JMC AMSJM-CCA-R ROCK ISLAND, IL 61299-6000  BLDG 350			<b>Code</b> W52PLJ	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION**

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 10:00am (hour) local time 2003SEP03 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> JOSEPH A. WEST <b>E-mail address:</b> WESTJ@OSC.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309)782-3436
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**11. Table Of Contents**

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OFFER (Must be fully completed by offeror)

FMS REQUIREMENT

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment  
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>	<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>
<b>15B. Telephone Number (Include Area Code)</b>	<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		<b>17. Signature</b>
			<b>18. Offer Date</b>

**AWARD (To be completed by Government)**

<b>19. Accepted As To Items Numbered</b>	<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )		<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	<b>Item</b>
<b>24. Administered By (If other than Item 7)</b>	<b>Code</b>	<b>25. Payment Will Be Made By</b>	
SCD	PAS	ADP PT	
<b>26. Name of Contracting Officer (Type or Print)</b>		<b>27. United States Of America</b>  _____ /SIGNED/ (Signature of Contracting Officer)	<b>28. Award Date</b>

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-B-0010 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 45
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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.215-4501 OSC	ARSENALS AS SUBCONTRACTORS	JUN/2000
A-2	AMC	AMC-LEVEL PROTEST PROGRAM	OCT/1996

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(End of clause)

(AM7010)

A-3	52.222-1100 OSC	10 U.S.C. 4543 PILOT PROGRAM	FEB/2003
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Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army industrial facilities" to sell manufactured articles and services in support of DoD weapon systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK, Rock Island Arsenal, Rock Island, IL, and Watervliet Arsenal, Watervliet, NY.

These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant  
Mr. Paul McDaniel, Attn: JMC MC-MO  
McAlester, Oklahoma 74501-9002  
(918) 420-6452  
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal  
Mr. William Peiffer, Attn: SOSRI-AP  
Rock Island, Illinois 61299-5000  
(309) 782-5178/4479  
peifferw@ria.army.mil

Watervliet Arsenal  
Mr. Ed McCarthy, Attn: AMSTA-WV-ODP  
Waterlviet, New York 12189-4050  
(518) 266-5052  
emccarthy@wva.army.mil

(End of Clause)  
  
(AS7010)

A-4	52.246-4501 OSC	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM	APR/1997
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(End of clause)

(AS7000)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-03-B-0010 <b>MOD/AMD</b>	<b>Page</b> 3 <b>of</b> 45
<b>Name of Offeror or Contractor:</b>		

A-5            52.252-4500            FULL TEXT CLAUSES            SEP/1997  
OSC

1. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three astericks are put in its place (\*\*\*).

2. You can view or obtain a copy of the clauses and provisions on the internet at: [www.osc.army.mil/ac/aaais/osc/clauses/index.htm](http://www.osc.army.mil/ac/aaais/osc/clauses/index.htm). Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

3. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

1. This solicitation is for the White Star M583A1, 40mm Cartridge, Part Number #9243881.

2. This solicitation is set aside 100% for Small Business concerns.

3. The solicitation requests prices with and without first article testing on an F.O.B. Origin basis.

4. A 100% evaluated option clause is included in Section I of this solicitation.

5. It is the Government's intent to make a split award under the current solicitation based on a 60/40 percent split of the requirement.

6. The total quantity for CLIN 0001 is 173,668 each.

7. The total quantity for CLIN 0002 is 115,808 each.

8. Offerors may bid on both CLIN 0001 and CLIN 0002, however only one line item will be awarded per successfull offeror.

9. A Security Preaward Survey is required.

10. Awards will be made without discussion.

\*\*\* END OF NARRATIVE A 001 \*\*\*

[illegible]

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u>				
	INSPECTION: Origin      ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u>				
	DOC				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES			QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AD	003	12,000	0300				
	004	12,000	0330				
	005	12,000	0360				
	006	12,000	0390				
	007	1,744	0420				
	FOB POINT: Origin						
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099						
	<u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u>						
	NOUN: CTG 40MM WHITE STAR PARA M583 PRON: 4A3A2107M2 PRON AMD: 01 AMS CD: 41303222008						
	<u>Packaging and Marking</u>						
	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin						
	<u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52P1J31744090 W44XMF J 2 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 12,000 0480  002 12,000 0510  003 12,000 0540  004 12,000 0570  005 12,000 0600  006 12,000 0630  007 12,000 0660  008 12,000 0690  009 3,792 0720						
	FOB POINT: Origin						

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	SHIP TO: <u>PARCEL POST ADDRESS</u> (W44XMF)   XR W390 MCALESTER ARMY AMMO PLANT WHOLESALE SUP ACCT MCALESTER                               OK 74501-5000				
	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u>				
	NOUN: CTG 40MM WHITE STAR PARA M583 PRON: 4A3A2107M2       PRON AMD: 01 AMS CD: 41303222008				
	<u>Packaging and Marking</u>				
	<u>Inspection and Acceptance</u> INSPECTION: Origin       ACCEPTANCE: Origin				
	<u>Deliveries or Performance</u> DOC                               SUPPL				
	<u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001   W52PLJ31744090   W44XMF       J                               2				
	<u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u>				
	001                               12,000                               0450				
	002                               12,000                               0480				
0001AF	003                               12,000                               0510				
	004                               12,000                               0540				
	005                               12,000                               0570				
	006                               12,000                               0600				
	007                               12,000                               0630				
	008                               12,000                               0660				
	009                               3,792                               0690				
	FOB POINT: Origin				
	SHIP TO: <u>PARCEL POST ADDRESS</u> (W44XMF)   XR W390 MCALESTER ARMY AMMO PLANT WHOLESALE SUP ACCT MCALESTER                               OK 74501-5000				
	<u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u>				

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG	<p>NOUN: CTG 40MM WHITE STAR PARA M583 PRON: J53A0M99M2 PRON AMD: 01 AMS CD: ZWW002 FMS CASE IDENTIFIER: AT-B-ZWW</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 BATM8531479001 BZ22WW L BATM00 1 <u>PROJ CD BRK BLK PT</u> BAT002 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 132 0450</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>Contact DCMA for shipping instructions</u></p> <p>MARK FOR: AUSTRALIAN ARMY 222 SUP COY DENMAN NSW AUSTRALIA</p>				
	<p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/OV</u></p> <p>NOUN: CTG 40MM WHITE STAR PARA M583 PRON: J53A0M99M2 PRON AMD: 01 AMS CD: ZWW002 FMS CASE IDENTIFIER: AT-B-ZWW</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL <u>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</u> 001 BATM8531479001 BZ22WW L BATM00 1 <u>PROJ CD BRK BLK PT</u> BAT002 <u>DEL REL CD QUANTITY DAYS AFTER AWARD</u> 001 132 0420</p> <p>FOB POINT: Origin</p>				



[illegible]

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB	<p><u>PRODUCTION QUANTITY WITH FIRST ARTICLE</u></p> <p>NOUN: CTG 40MM WHITE STAR PARA M583 PRON: 4A3A0107M2 PRON AMD: 02 AMS CD: 41303222008</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W81YWB3190A726 W53XMD J 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 12,000 0270 002 12,000 0300 003 12,000 0330 004 12,000 0360 005 12,000 0390 006 12,000 0420 007 12,000 0450 008 12,000 0480 009 12,000 0510 010 7,808 0540</p> <p>FOB POINT: Origin</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u> (W53XMD) SU W39Z MAC CRANE ARMY AMMO ACT WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE IN 47522-5099</p>				
0002AC	<p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV</u></p> <p>NOUN: CTG 40MM WHITE STAR PARA M583 PRON: 4A3A0107M2 PRON AMD: 02 AMS CD: 41303222008</p> <p><u>Packaging and Marking</u></p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
	<u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC                                  SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001   W81YWB3190A726   W53XMD      J                                  2 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001                                  12,000                                  0240  002                                  12,000                                  0270  003                                  12,000                                  0300  004                                  12,000                                  0330  005                                  12,000                                  0360  006                                  12,000                                  0390  007                                  12,000                                  0420  008                                  12,000                                  0450  009                                  12,000                                  0480  010                                  7,808                                  0510  FOB POINT: Origin  SHIP TO: <u>PARCEL POST ADDRESS</u> (W53XMD)      SU W39Z MAC CRANE ARMY AMMO ACT WHOLESALE SUPPLY ACCOUNT BLDG 13 300 HWY 361 CRANE                                  IN 47522-5099					
	0003	<u>DATA ITEM</u>  SECURITY CLASS: Unclassified  Contractor will prepare and deliver the technical data in accordance with the requirements, quantittites and schedules set forth in the Contract Data Requirements Lists (Dd Form 1423), Exhibit A  (End of narrative B001)  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin			\$                      ** NSP **	\$                      ** NSP **



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For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
B-1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to dutyfree entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6700)

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**Name of Offeror or Contractor:**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.246-4506 OSC	STATEMENT OF WORK FOR STATISTICAL PROCESS CONTROL	FEB/1999
C-2	52.210-4501 OSC	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 9243881 with revisions in effect as of 10/30/02 (except as follows):

ENGINEERING EXCEPTIONS: The following engineering changes apply to this procurement action(s):

Add Distribution Statement A to all product drawings without Distribution.

- 9209205Y, SHEET 02  
ADD: "DISTRIBUTION STATEMENT A. APPROVED FOR PUBLIC RELEASE;  
DISTRIBUTION IS UNLIMITED."
- 9211788N  
NOTE 2 (e) RESISTANCE TO LIGHT AND WATER SPRAY  
CHANGE FROM: "ASTM G23"  
TO: "ASTM G153"
- SPECIFICATIONS AND STANDARDS  
ADD: "ASTM G153"
- 9252206 VENDOR NAME CHANGE FROM: E.I. DUPONT DE NEMOURS & CO.  
TO: DUPONT COMPANY

- 9252207 VENDOR INFORMATION CHANGED AS FOLLOWS:  
  
REICHOLD CHEMICALS, INC. PART NO. IS NOW: SUPEROX 46709  
  
AKZO CHEMIE AMERICA IS NOW: AKZO NOREL CHEMICALS, INC.  
NOURY  
300 S. RIVERSIDE PLAZA  
CHICAGO, IL 60606  
PART NO. CADOX M-50

DRAWINGS 9255802, 9255803, 9255804 - USE ASTM-A653/A653M IN LIEU OF ASTM-A526

DRAWING 9206942: NOTE 5 TO READ "PERCENTAGES MAY BE ADJUSTED TO MEET THE BURN TIME REQUIREMENTS OF DRAWING 9243885 (NOTE 3).

ASTM-B117 IS TO BE USED IN LIEU OF FED-STD-151

ASTM-B211 IS TO BE USED IN LIEU OF QQ-A-225/3 AND QQ-A-225

ASTM-B-221 IS TO BE USED IN LIEU OF QQ-A-200, QQ-A-200/8

DRAWING 9255824: NOTE 3 AND 4 ARE NO LONGER APPLICABLE, CONTRACTOR MAY SUBMIT PROPOSED REPLACEMENT AS PART OF THE INSPECTION EQUIPMENT PROPOSAL FOR GOVERNMENT REVIEW AND APPROVAL

DRAWING 9244310: REMOVE NOTE 11 NO LONG APPLICABLE

DRAWING 9244312 USE 9216973 IN LIEU OF MIL-S-322

DRAWING 9243881 USE ASQC A8402 IN LIEU OF MIL-STD-109

ADD:				
HCSDS	REV	DATE	NOMEN	REF-DOC
50	D	02/03/93	TUNGSTEN POWDER	MIL-T-48140

GFM/GFE: DRAWING NO 7553296

MYLARS REQUIRED (Check one): Y or X N

(CS6100)

C-3	52.247-4503	STATEMENT OF WORK - TRANSPORTATION SECURITY REQUIREMENTS	MAY/1993
	OSC		

Supplies procured under this contract are identified as SENSITIVE CATAGORY IV, requiring Transportation Protective Service (TPS) in accordance with DOD 5100.76M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives) and AR 55-355/DLAR 4500.3 (Defense Traffic Management Regulation) as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Command (DCMC) or other components assigned to provide contract administration services (CAS) within designated/delegated geographic areas as specified under DOD 4105.59H, DOD Directory of Contract Adminstrtion Service Components, dated January 1985, and subsequent issues thereof for offshore/OCONUS procurements.

(End of Statement of Work)

(CS6101)

C-4	52.248-4502	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
	OSC		

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(End of Clause)

(CS7600)

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SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
D-1	52.211-4508 OSC	PACKAGING REQUIREMENTS	JUL/1997

Packaging shall be in accordance with 9209205 revision AA, dated 27 MAR 2001.

When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

Marking shall be in accordance with 9209205, REVISION AA, DATED 27 MAR 2001.

EXCEPTION: Bar code marking is required in accordance with 8796522, Rev BJ, dated 1 April 2002. ECP R2K2047 and R2K2063 applies to 8796522 for this procurement.

PERFORMANCE ORIENTED PACKAGING (POP) VERIFICATION: In no case shall a container be shipped if the gross weight marked on the package is greater than the POP certified weight. If the average gross weight of the packed containers (determined by weighing two representative samples and averageing the weight) is greater than the certified weight, container marking operations shall cease and the procuring activity shall be contaced immediately.

EXCEPTIO TO PERFORMANCE ORIENTED PACKAGING (POP) MARKINGS: If manufactured outside the USA, contractor shall not apply the UN POP certification marking provided on drawing 9209205. Contractors (outside the USA) are responsible to perform UN POP tests on packaging requirements provided in this contract and apply UN POP certification marking authorized by the Competent Authority of the state (country) of manufacture.

Heat treat requirements for all non-manufactured wood used in packaging applies to this contract. ECP R1K2063 applies to MIL-B-46506.

(End of clause)

(DS6303)

D-2	52.247-4517 OSC	PALLETIZATION INSTRUCTION	MAR/1992
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Palletization shall be in accordance with 19-48-4116/26H, revision 2, dated OCT 87, 19-48-4116/2, REVISION 5 DATED FEB 2002 AND 19-48-4116, REVISION 7, DATED SEP 2001. ECP R2K3000 AND R2K3010 APPLIES TO 19-48-4116. MARKING SHALL BE IN ACCORDANCE WITH DRAWING ACV00561, REVISION B, DATED 1 APRIL 2002.

HEAT TREAT REQUIREMENTS FOR ALL NON-MANUFACTURED WOOD USED IN THE PALLETIZED LOAD APPLIES TO THIS CONTRACT.

(End of clause)

(DS6204)

D-3	52.247-4521 OSC	UNITIZATION/PALLETIZATION	MAR/1988
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(End of clause)

(DS7203)



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**Name of Offeror or Contractor:**

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-15	CERTIFICATE OF CONFORMANCE	APR/1984
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.245-4545 OSC	MIL-STD-1916	OCT/2000
E-5	52.246-4550 OSC	CRITICAL CHARACTERISTICS	JUN/2001
E-6	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	JUL/2001

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

- (X) ISO 9002
- ( ) ISO 9001:2000; only design/development exclusions permitted
- ( ) ISO 9001:2000; no exclusions permitted

or an alterate program/system approved by Headquarters, Operations Support Command, in effect on the contract date and which is hereby incorporated into this contract.

(End of Clause)

(EF6001)

E-7	52.209-4512 OSC	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994
FIRST ARTICLE TEST (CONTRACTOR TESTING)			
52.209-4512 OSC		(MAY 1994)	

a. The first article shall consist of:

THOSE ITEMS AND QUANTITIES CITED IN ITEM SPECIFICATION MIL-C-63092A W/NOTICE 1. A SAMPLE OF FIVE (5) EACH COMPONENTS, SUBASSEMBLIES AND END ITEMS ARE TO BE INSPECTED FOR ALL UNLISTED DEFECT CHARACTERISTICS

which shall be examined and tested in accordance with contract requirements, the item specifications), Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN DAAA09-03-B-0010 MOD/AMD	Page 18 of 45
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Name of Offeror or Contractor:

- b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.
- c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specifications) referenced thereon, except for:
- (1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.
- (2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.
- (3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.
- (4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.
- (5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.
- d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.
- e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and Vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to AMSOS-PRD TO PCO.
- f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) Whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

REMARKS: THE GENERAL SPC PLAN IS TO BE SUBMITTED AND APPROVED PRIOR TO FAT. THE DETAILED SPC PLAN IS TO BE SUBMITTED AND APPROVED PRIOR TO START OF PRODUCTION. A SAMPLE ADC IS TO BE SUBMITTED TO AMSOS-PRD FOR APPROVAL.

(End of Clause)

(ES6031)

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**Name of Offeror or Contractor:**

The Government will furnish the following test equipment to support First Article, Reliability, and/or Acceptance Tests. The Contractor will submit a written request for this property to the Contracting Officer no later than thirty (30) days prior to the desired delivery date.

(a)	Item	National		Cost	Unit of
	Nomenclature	Stock Number	Quantity	Each	Issue
	M16 RIFLE	1005-01-128-9936	1	N/A	EACH
	M203 LAUNCHER	1010-00-179-6447	1	N/A	EACH
	BARREL ASSY	1010-01-376-3342	5	N/A	EACH

(b) Estimated Weight: N/A pounds.

(c) Cube: N/A cu. ft.

(End of Clause)

(ES6115)  
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E-9	52.246-4506 OSC	STATISTICAL PROCESS CONTROL (SPC)	MAY/1994
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a. In addition to the quality requirements of the technical data package, the Contractor shall implement Statistical Process Control (SPC) in accordance with a government accepted SPC Program Plan. Control chart techniques shall be in accordance with the American National Standards Institute (ANSI) Z1.1, Z1.2 and Z1.3. Alternate SPC charting methods may be proposed and submitted to the Government for review.

b. The SPC Program Plan developed by the contractor shall consist of a general plan and a detailed plan. The plans shall be structured as delineated on the Data Item Description referenced in the DD Form 1423. The general and the detailed plans shall be submitted to the government for review per DD Form 1423 requirements. Notification by the Government of acceptance or nonacceptance of the plans shall be provided in accordance with the timeframes specified on the DD Form 1423. Once a general plan for a facility has been approved by this Command, the approval remains in effect for subsequent contracts as long as the contractual requirements remain substantially unchanged from contract to contract. Therefore, resubmission of a previously accepted general SPC plan is not required if current SPC contract clause and Data Item Description (DID) requirements are fulfilled. If this Command has previously accepted the general SPC plan under essentially the same SPC contractual requirements, so indicate by providing the Contracting Officer with the following information:

Date of Acceptance \_\_\_\_\_

Contract Number(s) \_\_\_\_\_

c. The contractor is responsible for updating the general plan to current SPC contractual requirements. If errors or omissions are encountered in a previously accepted SPC general plan, opportunities for improvement will be identified by the Government, and corrective action shall be accomplished by the contractor.

d. A milestone schedule will be submitted for those facilities who do not have, or have never had, a fully implemented SPC program and will not have a fully operational SPC program once production is initiated. The milestones shall provide a time phased schedule of all efforts planned relative to implementation of an SPC program acceptable to the Government. A milestone schedule shall include implementation start and complete dates for those SPC subjects addressed in the Statistical Process Control Statement of Work located in Section C. The milestone schedule shall only include those actions that can not be accomplished prior to first article or the initiation of production, if a first article is not required. Milestones shall be developed for each commodity identified for SPC application. Milestones shall be submitted through the Government Quality Assurance Representative to the Contracting Officer for review and acceptance. Any deviations from the accepted milestones, to include justification for such deviations, shall be resubmitted through the same channels for review. The Government reserves the right to disapprove any changes to the previously accepted milestones. Notification by the Government of the acceptance or nonacceptance of the milestones shall be furnished to the Contractor by the Contracting Officer.

e. The Contractor shall review all process and operation parameters for possible application of SPC techniques. This review shall include processes and operations under the control of the prime contractor and those under the control of subcontractor or vendor facilities. A written justification shall be included in the detailed plan for each process and operation parameter that controls or influences characteristics identified as critical, special, or major which have been deemed impractical for the application of SPC techniques. A pamphlet on application of SPC for short production runs is available through the Contracting Officer.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-B-0010 <b>MOD/AMD</b>	<b>Page 20 of 45</b>
<b>Name of Offeror or Contractor:</b>		

f. Statistical evidence in the form of control charts shall be prepared and maintained for each process or operation parameter identified in the detailed plan. These charts shall identify all corrective actions taken on statistical signal. During production runs, control charts shall be maintained in such a manner to assure product is traceable to the control charts. At the conclusion of the production run, a collection of charts traceable to the product, shall be maintained for a minimum of 3 years. The control charts shall be provided to the Government for review at any time upon request.

g. When the process or operation parameter under control has demonstrated both stability and capability, the Contractor shall request, in writing, through Administrative Contracting Officer (ACO) and Contracting Officer (CO) channels to the Product Assurance and Test Directorate, that acceptance inspection or testing performed in accordance with contract requirements be reduced or eliminated. Upon approval by the CO, acceptance shall then be based upon the accepted SPC plan, procedures, practices and the control charts.

h. The Government will not consider requests for reduction or elimination of 100% acceptance inspection and testing of parameters or characteristics identified as critical in the technical data package, specifications or drawings of this contract if any one of the following conditions exist:

(1) The existing process currently utilizes a fully automated, cost effective, and sufficiently reliable method of 100% acceptance inspection or testing for an attribute-type critical parameter or characteristic.

(2) The Contractor utilizes attribute SPC control chart methods for the critical parameter or characteristic.

(3) The critical parameter or characteristic is a first order, single point safety failure mode (nonconformance of the critical parameter or characteristic in and of itself would cause a catastrophic failure).

i. The Government will only consider reduction or elimination of the 100% acceptance inspection or test requirement for other critical parameters or characteristics if either of the following conditions are met:

(1) The process is in a state of statistical control utilizing variable control chart methods for the critical parameter or characteristic under control and the process performance index (Cpk) is at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance index is being maintained for each production delivery.

(2) The critical parameter or characteristic is conclusively shown to be completely controlled by one or more process or operation parameters earlier in the process, and those parameters are in a state of statistical control utilizing variable data, and the product of the probability of the conformance for each earlier parameter associated to the critical characteristic is better than or equal to a value equivalent to that provided by a Cpk of at least 2.0. The Contractor shall maintain objective quality evidence through periodic audits that the process performance indexes are being maintained for each production delivery.

j. For characteristics other than critical, requests for reduction or elimination of acceptance inspection and testing shall be considered when the process performance index is greater than or equal to a Cpk of 1.33 for variables data. Requests shall be considered for attributes data when the percent beyond the specification limits is less than or equal to .003 (Cpk=1.33).

k. Process or operation parameters under reduced or eliminated inspection or testing that undergo a break in production less than 6 months in length, may continue to operate under reduced or eliminated inspection or testing provided there has been no degradation below a Cpk of 1.33 (2.0 for criticals). Any break in production greater than 6 months shall require resubmission of the request for reduction or elimination of inspection or testing through the same channels cited in paragraph g above.

1. Not used.

m. Immediately following a change to a process or operation parameter under reduced or eliminated inspection, the process capability (Cp) or process performance indexes (Cpk) shall be recalculated and documented for variable data; the grand average fraction defective shall be recalculated for attribute data. If any of these values have deteriorated, immediate notification shall be made to the Government along with the associated documentation. Return to original inspection and test requirements may be imposed as stipulated in paragraph n below.

n. The Government reserves the right to withdraw authorization to reduce or eliminate final acceptance inspection or testing and direct the Contractor to return to original contract inspection or test procedures at any indication of loss of process control or deterioration of quality.

(End of Clause)

(ES6034)

<p align="center"><b>CONTINUATION SHEET</b></p>	<p align="center"><b>Reference No. of Document Being Continued</b></p> <p align="center"><b>PIIN/SIIN</b> DAAA09-03-B-0010      <b>MOD/AMD</b></p>	<p align="center"><b>Page 21 of 45</b></p>
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**Name of Offeror or Contractor:**

E-10	52.246-4528 OSC	REWORK AND REPAIR OF NONCONFORMING MATERIAL	MAY/1994
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- a. Rework and Repair are defined as follows:
- (1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.
- (2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.
- b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.
- c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.
- d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.
- e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.
- (End of Clause)

(ES7012)

E-11	52.246.4531 OSC	ACCEPTANCE INSPECTION EQUIPMENT	MAY/1994
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- a. Acquisition, maintenance, and disposition of inspection equipment shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1.
- b. The Contractor shall provide all Acceptance Inspection Equipment (AIE) (except for any equipment listed as available in Section H and/or in Appendix I of this contract) necessary to assure conformance of components and end items to contract requirements. Equipment listed as available shall be furnished by the Government in accordance with the Government Property clause of this contract. Government furnished Acceptance Inspection Equipment shall not be used by the contractor or his subcontractors in lieu of work gages.
- c. All AIE shall be available for use prior to First Article submission, if First Article is required, or prior to initiation of production under this contract.
- d. Contractor furnished AIE shall be made (i) in accordance with the equipment drawings specified in Section C description/specifications section), or (ii) in accordance with any other design, provided that the design documentation is approved by the Government. AIE designs utilized for inspection of characteristics that are classified as Minor require approval by the Government Quality Assurance Representative (QAR). AIE design documentation for inspection of characteristics listed as Critical, Special, or Major shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423.
- e. Resubmission of AIE design documentation for approval on a follow on contract is not required provided inspection characteristic parameters) specified in the current technical data package and the previously approved AIE design documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.
- f. The Government reserves the right to disapprove at any time during performance of this contract, use of any AIE not meeting the requirements of the approved design documentation.

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(End of Clause)

(ES7010)

E-12	52.246-4532	DESTRUCTIVE TESTING	MAY/1994
	OSC		

a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

(ES7011)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-03-B-0010 <b>MOD/AMD</b>	<b>Page 23 of 45</b>
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**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.211-17	DELIVERY OF EXCESS QUANTITIES	SEP/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-43	F.O.B. DESIGNATED AIR CARRIER'S TERMINAL, POINT OF EXPORTATION	APR/1984
F-5	52.247-52	CLEARANCE AND DOCUMENTATION REQUIREMENTS - SHIPMENTS TO DOD AIR OR WATER TERMINAL TRANSSHIPMENT POINTS	APR/1984
F-6	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-7	52.247-61	F.O.B. ORIGIN - MINIMUM SIZE OF SHIPMENTS	APR/1984
F-8	52.247-60	GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989

(a) The offeror is requested to complete subparagraph (a)(1) of this clause for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping cost, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box \_\_\_\_\_, Fiber Box \_\_\_\_\_, Barrel \_\_\_\_\_, Reels \_\_\_\_\_, Drums \_\_\_\_\_,

Other (specify) \_\_\_\_\_

(ii) Shipping Configuration: Knocked-down \_\_\_\_\_, Set-up \_\_\_\_\_, Nested \_\_\_\_\_, Other (specify) \_\_\_\_\_

(iii) Size of container: \_\_\_\_\_ (length), \_\_\_\_\_ x \_\_\_\_\_ (width), \_\_\_\_\_ x \_\_\_\_\_ (height), \_\_\_\_\_ Cubic Ft;

(iv) Number of items per container: \_\_\_\_\_ Each;

(v) Gross Weight of container and contents \_\_\_\_\_ Lbs;

(vi) Palletized/skidded \_\_\_\_\_ Yes \_\_\_\_\_ No,

(vii) Number of containers per pallet/skid \_\_\_\_\_ ;

(viii) Weight of empty pallet bottom/skid and sides \_\_\_\_\_ Lbs;

(ix) Size of pallet/skid and contents \_\_\_\_\_ Lbs Cube ; \_\_\_\_\_

(x) Number of containers or pallets/skids per railcar \_\_\_\_\_\*

Size of railcar \_\_\_\_\_

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-03-B-0010 <b>MOD/AMD</b>	<b>Page 24 of 45</b>
<b>Name of Offeror or Contractor:</b>		

Type of railcar \_\_\_\_\_

(xi) Number of containers or pallets/skids per trailer \_\_\_\_\_\*

Size of trailer \_\_\_\_\_Ft

Type of trailer \_\_\_\_\_

\*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

(i) Rate used in evaluation \_\_\_\_\_ ;

(ii) Tender/Tariff \_\_\_\_\_ ;

(iii) Item \_\_\_\_\_ .

\*\*\*

(End of clause)

(FF6012)

F-9                      52.247-33                      F.O.B. ORIGIN, WITH DIFFERENTIALS                      JUN/1988

\*\*\*

(c)(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

\_\_\_\_\_(carload, truckload, less-load,  
 \_\_\_\_\_wharf, flatcar, driveway, etc.)

(End of clause)

(FF7005)

F-10                      52.247-4531                      COGNIZANT TRANSPORTATION OFFICER                      MAY/1993  
 OSC

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(End of Clause)

(FS7240)



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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	252.223-7006 DFARS	PROHIBITION ON STORAGE AND DISPOSAL OF TOXIC AND HAZARDOUS MATERIALS	APR/1993
H-2	246.671 DFARS	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	JAN/1995

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Commander  
U.S. Army Joint Munitions Command  
ATTN: AMSJM-CCA-L  
Rock Island, IL 61299-6000

2. Production Management

Commander  
U.S. Army Joint Munitions Command  
ATTN: AMSJM-CDM  
Rock Island, IL 61299-6000

3. Send additional copies to in accordance with Table 1 and Table 2.

(End of clause)

(HA6025)

H-3	242-1107(B) DFARS	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS REPORTS OF DELAYS IN DELIVERY	JUN/1996
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b. The contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. In addition, the form(s) shall be submitted on a monthly basis within 2 work days after each reporting period, beginning with the end of the first full month following the initial report submission and continuing until contract completion/termination. The forms shall be distributed as follows:

<u>ACTIVITY</u>	<u>ADDRESS</u>	<u>NO. OF COPIES</u>
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Name of Offeror or Contractor:

Purchasing Office (PCO)	See Award document.	1
Administration Office (ACO)		3
Production Manager	Commander US Army Joint Munitions Command AMSJM-CDM Rock Island, IL 61299	1

(End of Clause)

(HA6028)

H-4	52.242-4506	PROGRESS PAYMENT LIMITATION	MAR/1988
	OSC		

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed TEN percent (10%) of the initial award value of the contract.

(End of Clause)

(HS6002)

H-5	52.245-4506	GOVERNMENT FURNISHED PROPERTY	OCT/1994
	OSC		

Schedule of Government Furnished Property

(a) Pursuant to the Government Property clause in Section I of this contract, the Government shall furnish F.O.B. contractor's place of performance, the Government-owned property listed in Section E (Clause ES6115, GOVERNMENT FURNISHED TEST SUPPORT EQUIPMENT) of this document for use in the performance of this contract.

(b) The property shall be requested by the contractor within 30 days after contract award to assure timely delivery to meet the delivery schedule set forth in Section B of this document.

(c) The quantity of Government Furnished Material (GFM) which is offered herein is contingent upon award of the total quantity solicited herein. Should the actual quantity awarded be less than the total quantity solicited, the Government retains the right to unilaterally reduce the quantity of GFM which will be provided under any resultant contract. Any said reduction shall be on a pro-rata basis.

(End of Clause)

(HS6075)

H-6	252.223-7001	HAZARD WARNING LABELS	DEC/1991
	DFARS		

\*\*\*\*(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If none, insert "None")	ACT
_____	_____

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(End of Clause)

(HA7704)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b> <b>PIIN/SIIN</b> DAAA09-03-B-0010 <b>MOD/AMD</b>	<b>Page 27 of 45</b>
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H-7            252.247-7023            TRANSPORTATION OF SUPPLIES BY SEA            MAY/2002  
                 DFARS  
\*\*\*

(f)(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM	CONTRACT	
DESCRIPTION	LINE ITEMS	QUANTITY

TOTAL  
  
(End of Clause)  
  
(HA7502)

H-8            252.247-7024            NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA            NOV/1995  
                 DFARS  
\*\*\*  
  
(End of clause)

(HA7503)

H-9            5101.602-2            AVAILABILITY OF FUNDS            OCT/2001  
                 AFARS

Funds are not presently available for this acquisition. No contract award will be made until appropriated funds are made available from which payment for contract purposes can be made.  
  
(End of Clause)

(HD7006)

H-10            52.247-4545            PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION            MAY/1993  
                 OSC

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding///// \_\_\_\_ YES \_\_\_\_ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

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<b>Name of Offeror or Contractor:</b>		

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

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**Name of Offeror or Contractor:**

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING OR COPYIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.214-26	AUDIT AND RECORDS - SEALED BIDDING	OCT/1997
I-14	52.214-27	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS--SEALED BIDDING	OCT/1997
I-15	52.214-28	SUBCONTRACTOR COST OR PRICING DATA-- MODIFICATIONS--SEALED BIDDING	OCT/1997
I-16	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-17	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-18	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-19	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-20	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-21	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-22	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-23	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-24	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
I-25	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-26	52.232-1	PAYMENTS	APR/1984
I-27	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-28	52.232-11	EXTRAS	APR/1984
I-29	52.232-16	PROGRESS PAYMENTS (MAR 2000) - ALTERNATE I (MAR 2000)	MAR/2000
I-30	52.232-17	INTEREST	JUN/1996
I-31	52.232-25	PROMPT PAYMENT	MAY/2001
I-32	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER PAYMENT--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-33	52.233-1	DISPUTES	JUL/2002
I-34	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-35	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-36	52.242-10	F.O.B. ORIGIN - GOVERNMENT BILLS OF LADING OR PREPAID POSTAGE	APR/1984
I-37	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-38	52.242-13	BANKRUPTCY	JUL/1995
I-39	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-40	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-41	52.246-1	CONTRACTOR INSPECTION REQUIREMENTS	APR/1984
I-42	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-43	52.248-1	VALUE ENGINEERING	FEB/2000
I-44	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-45	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-46	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-47	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-48	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-49	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-50	252.205-7000	PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS	DEC/1991

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	Regulatory Cite	Title	Date
I-51	DFARS 252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-52	DFARS 252.223-7002	SAFETY PRECAUTIONS FOR AMMUNITION AND EXPLOSIVES	MAY/1994
I-53	DFARS 252.223-7003	CHANGE IN PLACE OF PERFORMANCE - AMMUNITION AND EXPLOSIVES	DEC/1991
I-54	DFARS 252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-55	DFARS 252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-56	DFARS 252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-57	DFARS 252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-58	DFARS 252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
I-59	DFARS 252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-60	DFARS 252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-61	DFARS 252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991
I-62	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1989

- a. This solicitation includes an evaluated option (See Section M).
- b. The Government reserves the right to increase the quantity of item(s) 0001 and 0002 by a quantity of up to and including but not exceeding 100 percent as an evaluated option at the price(s) quoted below.
- c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001 and 0002 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.
- d. The Contracting Officer may exercise the evaluated option at any time prior to the last two months of the contract by giving written notice to the Contractor.
- e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.
- f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.
- g. Offered Unit Prices for the Option Quantities are:

	Unit Price
Evaluated Option (F.O.B. Origin)	\$_____ CLIN 0001
	\$_____ CLIN 0002

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

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**Name of Offeror or Contractor:**

I-63                      52.243-7                      NOTIFICATION OF CHANGES                      JAN/2001  
\*\*\*

(b) The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing promptly, with -1- (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

\*\*\*

(d) Government response. The Contracting Officer shall promptly, within -2- (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--\*\*\*

\*\*\*

(End of clause)

(IF6250)

I-64                      52.246-17                      WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE                      MAY/2001  
\*\*\*

(b) Contractor's obligations. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1095 days after acceptance --

\*\*\*

(c) Remedies available to the Government. (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 days after discovery of the defect(s).

\*\*\*

(d) Whenever a request for waiver, deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out provisions of this clause are relieved only to the extent of the terms and conditions specified in the approval.

(e) For purpose of identifying warranted material to facilities receiving it, the following instructions will apply:

(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period of the quantity stated hereon of (enter the item serial/lot number(s) as applicable) begins on (enter the date of acceptance of quantity) and ends on (enter the date of the end of the warranty period for quantity)".

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period for the quantity stated hereon of (enter item serial/lot number(s) begins on the date of the acceptance of the lot and ends (enter the length of warranty period) days later."

(End of Clause)

(IF6070)

I-65                      252.223-7007                      SAFEGUARDING SENSITIVE CONVENTIONAL ARMS, AMMUNITION, AND EXPLOSIVES                      SEP/1999  
DFARS

\*\*\*(b) The requirements of DoD 5100.76-M apply to the following items of AA&E being developed, produced, manufactured, or purchased for the Government, or provided to the Contractor as Government-furnished property under this contract:

NOMENCLATURE	NATIONAL STOCK NUMBER	SENSITIVITY/CATEGORY
CTG 40mm M583A1	1310-00-159-3198	CAT IV ***

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<b>Name of Offeror or Contractor:</b>		

(End of clause)

(IA6200)

I-66                      52.214-29                      ORDER OF PRECEDENCE - SEALED BIDDING                      JAN/1986

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

(End of Clause)

(IF7603)

I-67                      52.252-6                      AUTHORIZED DEVIATIONS IN CLAUSES                      APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

I-68                      252.211-7005                      SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS                      MAR/1999  
DFARS

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in PDF format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.pdf> and in Excel format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.xls>.

(c) An offeror proposing to use an SPI Process in lieu of military or Federal specifications or standards cited in the solicitation shall--

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use \, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications and standards:

(Offeror insert information for each SPI process)



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**Name of Offeror or Contractor:** \_\_\_\_\_

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal  
Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror--

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

I-69	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
***	DFARS		

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Official's Name)

\_\_\_\_\_  
(Title)

\*\*\*  
(End of clause)

(IA7035)

I-70	52.201-4500	AUTHORITY OF GOVERNMENT REPRESENTATIVE	FEB/1993
	OSC		
AUTHORITY OF GOVERNMENT REPRESENTATIVE			
52.201-4500	OSC		(FEB 1993)

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

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Name of Offeror or Contractor:

(IS7025)

I-71	52.247-4544	TRANSPORTATION CONTAINERIZATION	JAN/1991
	OSC		

\*\*\*

(End of clause)

(IS7011)

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL 1423)		6PG	
Attachment 001	DOCUMENT SUMMARY LIST		3PG	
Attachment 002	STATEMENT OF WORK ACCOUNTABILITY INSTRUCTIONS		1PG	
Attachment 003	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP		2PG	
Attachment 004	GUIDANCE ON DOCUMENTATION OF CONTRACT REQUIREMENTS LIST (CDRL)		2PG	
Attachment 005	INSTRUCTIONS FOR COMPLETING DD FORM 1423		1PG	
Attachment 006	DATA DELIVERY DESCRIPTION - NOTICE OF REVISION (NOR)		2PG	
Attachment 007	DATA DELIVERY DESCRIPTION - REQUEST FOR DEVIATION (RFD)		4PG	
Attachment 008	DD FORM 2356 WARNING LABEL		1PG	
Attachment 009	SECURITY STATEMENT OF WORK		3PG	
Attachment 010	LIST OF ADDRESSES FOR SERVICES		1PG	
Attachment 011	DATA DELIVERY DESCRIPTION - ENGINEERING CHANGE PROPOSAL (ECP)		009	
Attachment 012	DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM		1PG	
Attachment 013	DISCLOSURE OF LOBBYING ACTIVITIES		001	
Attachment 014	IOC FORM 715-4 LISTING OF GOVERNMENT PROPERTY TO BE USED FOR PERFORMANCE		001	

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**Name of Offeror or Contractor:**

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-3	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	APR/2002
(a)(1) The North American Industry Classification System (NAICs) code for this acquisition is 332993 (insert SIC code).			
(2) The small business size standard is 1,500.			

\*\*\*

(b) Representations.

(1) The offeror represents as part of its offer that it \_\_\_is, \_\_\_is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it \_\_\_is, \_\_\_is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \_\_\_is, \_\_\_is not a women-owned small business concern.

(4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, \_\_\_\_\_ is not \_\_\_\_\_ a veteran-owned small business concern.

(5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, \_\_\_\_\_ is not \_\_\_\_\_ a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

\*\*\*

(End of provision)

(KF6003)

K-4	52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR/1985
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\*\*\*

(b)(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above\_\_\_\_\_

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p><b>PIIN/SIIN</b> DAAA09-03-B-0010      <b>MOD/AMD</b></p>	<p><b>Page 37 of 45</b></p>
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**Name of Offeror or Contractor:**

\_(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

\*\*\*

(End of Provision)

(KF7005)

K-5                    52.204-3                    TAXPAYER IDENTIFICATION                    OCT/1998

\*\*\*"

(d) Taxpayer Identification Number (TIN).

( ) TIN:

( ) TIN has been applied for.

( ) TIN is not required because

( ) Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

( ) Offeror is an agency or instrumentality of a foreign government;

( ) Offeror is an agency or instrumentality of a Federal government; \_

(e) Type of organization.

( ) Sole proprietorship

( ) Partnership

( ) Corporate entity (not tax-exempt);

( ) Corporate entity (tax-exempt);

( ) Government entity (Federal, State, or local);

( ) Foreign government

( ) International organization per 26 CFR 1.6049-4;

( ) Other

(f) Common Parent.

( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

( ) Name and TIN of common parent:

      Name:

      TIN:

(End of Provision)

(KF7043)

K-6                    52.207-4                    ECONOMIC PURCHASE QUANTITY - SUPPLIES                    AUG/1987

As prescribed in 7.203, insert the following provision:

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity.

\*\*\*

OFFEROR RECOMMENDATIONS

<p><u>ITEM</u></p>	<p><u>QUANTITY</u></p>	<p><u>PRICE</u> <u>QUOTATION</u></p>	<p><u>TOTAL</u></p>
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**Name of Offeror or Contractor:**

\* \* \*

(End of provision)

(KF7003)

K-7	52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS	DEC/2001
-----	----------	--	----------

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( )

are not ( )

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( )

have not ( ),

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of false or misleading information; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C)Are ( )

are not ( )

presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(a)(1)(ii) The Offeror has ( )

has not ( ),

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

\*\*\*

(End of Provision)

(KF7033)

K-8            52.212-3            OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (APR 01)            APR/2001  
                                 - ALTERNATE III (OCT 00)

\* \* \*

(c)(11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that --

(i) It is, is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal place of ownership, or HUBZone employee percentage has occurred since it was certified by the SBA IAW 13 CFR part 126; and

(ii) It is, is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(9)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(KF7024)

K-9                    52.214-14                    PLACE OF PERFORMANCE - SEALED BIDDING                    APR/1985

(a) The bidder, in the performance of any contract resulting from this solicitation,

( ) intends,

( ) does not intend

(check applicable box)

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to use one or more plants or facilities located at a different address from the address of the bidder as indicated in this bid.

(b) If the bidder checks "intends" in paragraph (a) above, it shall insert in the spaces provided below the required information:

Place of Performance (Street Address, City, County, State, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other than Bidder
_____	_____
_____	_____
_____	_____

(End of Provision)

(KF7041)

K-1052.222-22PREVIOUS CONTRACTS AND COMPLIANCE REPORTSFEB/1999

The offeror represents that -

- (a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It ( ) has, ( ) has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

K-1152.222-25AFFIRMATIVE ACTION COMPLIANCEAPR/1984

The offeror represents that (a) it

- ( ) has developed and has on file,
- ( ) has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

- (b) it
- ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(KF7020)

K-12252.247-7022REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEADFARS

AUG/1992

\*\*\*

- (b) Representation.

The Offeror represents that it--

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract

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resulting from this solicitation.

\_\_\_\_\_Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\*\*\*  
(End of provision)

(KA7500)



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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.  
(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-3	52.214-3	AMENDMENTS TO INVITATIONS FOR BIDS	DEC/1989
L-4	52.214-4	FALSE STATEMENTS IN BIDS	APR/1984
L-5	52.214-5	SUBMISSION OF BIDS	MAR/1997
L-6	52.214-6	EXPLANATION TO PROSPECTIVE BIDDERS	APR/1984
L-7	52.214-7	LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS	NOV/1999
L-8	52.214-9	FAILURE TO SUBMIT BID	JUL/1995
L-9	52.214-10	CONTRACT AWARD - SEALED BIDDING	JUL/1990
L-10	52.214-12	PREPARATION OF BIDS	APR/1984
L-11	52.216-27	SINGLE OR MULTIPLE AWARDS	OCT/1995
L-12	52.232-14	NOTICE OF AVAILABILITY OF PROGRESS PAYMENTS EXCLUSIVELY FOR SMALL BUSINESS CONCERNS	APR/1984
L-13	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
L-14	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

(LP6019)

L-15	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(End of Provision)  
(LP6008)

L-16	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from HQ, JMC, ATTN: AMSJM-CCM-L (JAMES PRATHER), 1 ROCK ISLAND ARSENAL, ROCK ISLAND, IL 61299-6000.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

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(LF6021)

L-17	52.211-4510	PARTNERING	AUG/2001
	AMC		

\*\*\*The principal government representatives for this effort will be JAMES D. PRATHER, CONTRACTING OFFICER.

(End of Provision)

(LM6100)

L-18	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)

(LF7015)

L-19	47.304-1(B)	F.O.B. POINT (IFBS)	SEP/1995
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Offers submitted on an F.O.B. basis other than that set forth in Section B and/or F will be rejected as nonresponsive.

(End of Provision)

(LF7008)

L-20	9.306(C)	WAIVER OF FIRST ARTICLE APPROVAL	SEP/1995
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In the event that an offeror cannot furnish the required information, his offer Without First Article Approval will (may, in negotiated procurements) not be considered for award.

IDENTICAL OR SIMILAR ITEMS FURNISHED ON:

Contract Nos. \_\_\_\_\_

DATES \_\_\_\_\_

(End of Provision)

(LF7009)

L-21	52.212-4501	ELECTRONIC AWARD NOTICE	APR/2001
	OSC		

1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website, <http://eda.ogden.disa.mil/>, and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.

2. Notice of award to the contractor receiving the award will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Federal Business Opportunities (FedBizOpps) - FBO Synopsis/Award Search website <http://www.fedbizopps.gov/> or the Army Single Face to industry (ASFI)/Procurement Notifications website <http://acquisition.army.mil> to determine if he/she has received an award. In this event, the vendor's failure to check FEDBIZOPPS or the ASFI in a timely manner shall

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not be an excuse for failure to perform or grounds for a delivery schedule extension.

3. Notice of award to unsuccessful offerors shall be issued only via electronic mail from the Contracting Office or via the FedBizOpps/Vendor Notification feature. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI/Procurement Notifications or the FedBizOpps/Award Notification to determine if an award has been made. In this event, the vendor's failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of any protest period allowed by regulation.

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

-1-

(End of provision)

(LS7100)

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SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	Regulatory Cite	Title	Date
M-1	52.214-22	EVALUATION OF BIDS FOR MULTIPLE AWARDS	MAR/1990
M-2	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-3	52.247-47	EVALUATION - F.O.B. ORIGIN	APR/1984
M-4	52.247-50	NO EVALUATION OF TRANSPORTATION COSTS	APR/1984
M-5	47.305-12	TRANSPORTATION EVALUATION	JAN/1995
***			

(b) Tentative freight classification description for contract shipments is furnished below for information only. The Government will use this information as well as other information available at the time of evaluation to determine the classification most appropriate and advantageous to the Government. Shipments will be made in conformity with the freight classification description specified in the shipping instructions of the Contracting Officer or his representative.

CARTRIDGE, SIGNAL (NMFC: 064300)

(c) Evaluation will establish the transportation cost per unit of supplies for distribution of supplies from each procurement source to one or more of the destinations listed below as may be determined to be most advantageous to the Government based on consideration of the total number of awards contemplated.

FMS AUSTRALIA MILITARY OCEAN TERMINAL, SUNNY POINT, NC

(d) Evaluation will include the quantities and sources of government furnished material listed below.

N/A NO GOVERNMENT FRUNISHED MATERIAL

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(End of Provision)

(MF6020)

M-6	9.306(C)	FIRST ARTICLE APPROVAL	SEP/1995
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a. Evaluation of bids or offers where first article test are waived for eligible bidders or offerors will be made by deleting the CLIN calling for First Article Testing.

b. Earlier delivery, if required in case of waiver of first article testing, shall not be a factor in evaluation for award.  
(End of Provision)

(MF7007)

M-7	42.1501-4500 OSC	PERFORMANCE EVALUATION CRITERIA	OCT/1999
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(End of Provision)

(MS7015)